



Direct telephone: 508 926-3408  
Direct facsimile: 508 929-3011  
Email: lciavarra@bowditch.com

September 9, 2005

**HAND DELIVERED**

Martin Castles, Clerk to the  
Honorable Dennis Saylor  
United States District Court  
Federal Building & Courthouse  
595 Main Street  
Worcester, MA 01608

Re: Hewlett-Packard Company, et al. v. ICL Network Solutions (HK), Limited  
**Civil Action No. 05-40153 FDS**

Dear Mr. Castles:

Enclosed please find the original Bond issued by Federal Insurance Company pursuant to Judge Lindsey's Order. Thank you for your courtesy and assistance.

Very truly yours,

Louis M. Ciavarra

The signature of Louis M. Ciavarra is written in a cursive script. Below the signature, the name "Louis M. Ciavarra" is printed in a standard serif font.

LMC/nao  
Enclosure

cc: Jin Kim, Esquire  
Howard Rice Nemerovski Canady Falk  
Three Embarcadero Center  
Seventh Floor  
San Francisco, CA 94111-4024

Federal Insurance Company  
(Surety)

Bond No. 8195-78-86

801 S. Figueroa St., Los Angeles, CA 90017  
(Address)

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
CENTRAL DIVISION

Hewlett-Packard Company,  
Inc., and Hewlett-Packard Development,  
Company, L.P

Plaintiff(s)

vs.

ICL Network Solutions (HK)  
Limited,

Defendant(s)

TEMPORARY RESTRAINING ORDER

COURT FILE NO. 05-40153-(FDS)

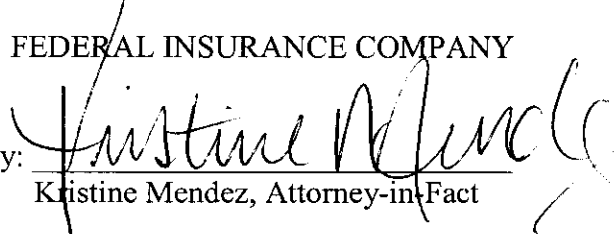
WHEREAS, by Order of the above entitled Court, Plaintiff, Hewlett-Packard Company, Inc., and Hewlett Packard Development Company, L.P., et al, as required to file an undertaking in the sum of One Hundred Thousand and NO/100 Dollars (\$100,000.00) as a condition for a Temporary Restraining Order to be in effect restraining and enjoining the above named Defendants, ICL Network Solutions, et al, from the commission of certain acts as more fully set forth in the said order

NOW, THEREFORE, FEDERAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Indiana and authorized to transact the business of Surety, as Surety, in consideration of the premises of issuance of said Temporary Restraining Order does hereby undertake to pay all costs and disbursements that may be decreed to the Defendants, ICL Network Solutions, et al, and such damages not exceeding the amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) as the Defendants, ICL Network Solutions, et al, may sustain by reason of said Temporary Restraining Order if the same be wrongfully obtained and without sufficient cause.

IN TESTIMONY WHEREOF, we have set our hand and seal this 6<sup>th</sup> day of September 2005.

FEDERAL INSURANCE COMPANY

By:

  
Kristine Mendez, Attorney-in-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of Los AngelesOn SEP 06 2005 before me, Natalie K. Trofimoff, Notary Publicpersonally appeared Kristine Mendez

personally known to me - OR -



proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Notary Public Seal

  
SIGNATURE OF NOTARY
**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**DESCRIPTION OF ATTACHED DOCUMENT:**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

DOCUMENT DATE: \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

Signer's Name: \_\_\_\_\_

☐ INDIVIDUAL
☐ CORPORATE OFFICER  
 Title(s) \_\_\_\_\_

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_

Signer's Name \_\_\_\_\_

☐ INDIVIDUAL
☐ CORPORATE OFFICER  
 Title(s) \_\_\_\_\_

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_



**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jeffrey Strassner, Cesar F. Javier, Christina Turman, B.A. Matson, Kristine Mendez and Adriana Valenzuela of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7th day of November, 2002

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.  
County of Somerset

On this 7th day of November, 2002, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



No. 2231647  
Commission Expires Oct. 28, 2004

Notary Public

#### CERTIFICATION

Extract from By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this \_\_\_\_\_ day of \_\_\_\_\_

SEP 06 2005



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY  
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number 8195-78-86

**POLICYHOLDER DISCLOSURE NOTICE  
TERRORISM RISK INSURANCE ACT OF 2002**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.

